

**PONCE DELEON INLET, FLORIDA  
VOLUSIA COUNTY  
NAVIGATION STUDY**

**ADDENDUM**

1. In keeping with the policy compliance assessment (attached) dated 13 May 1999, the information in the following paragraphs supercedes that in the main body of the feasibility report for Ponce DeLeon Inlet, dated January 1999.

**2. Future Operations and Maintenance Costs.** Future operations and maintenance costs for the 1,000-foot south jetty extension will be cost shared with the non-Federal sponsor paying its proportional share of these costs at the time of each maintenance event. The non-Federal sponsor's share of future operations and maintenance costs for the 1,000-foot south jetty extension is 85%; the Federal government's share is 15%. A letter from the non-Federal sponsor stating their understanding of the operations and maintenance cost sharing follows. The revised items of local cooperation are the following:

a. Enter into an agreement which provides, prior to construction, 25 percent of design costs;

b. Provide, during construction, any additional funds needed to cover the non-Federal share of design costs;

c. Provide, during construction, 50 percent of total project costs allocated to recreational navigation as further specified below:

(1) Provide all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform or assure the performance of all relocations determined by the Government to be necessary for the construction, operation, and maintenance of the project;

(2) Provide or pay to the Government the cost of providing all retaining dikes, wasteweirs, bulkheads, and embankments, including all monitoring features and stilling basins, that may be required at any dredged or excavated material disposal areas required for the construction, operation, and maintenance of the project; and

(3) Provide, during construction, any additional costs as necessary to make its total contribution equal to 50 percent of total project costs allocated to recreational navigation.

d. For project costs allocated to commercial navigation, provide, during the period of construction, a cash contribution equal to 10 percent of the total cost of construction of the general navigation features attributable to dredging to a depth not in excess of 20 feet;

e. Pay with interest, over a period not to exceed 30 years following completion of the period of construction of the project, up to an additional 10 percent of the total cost of construction of general navigation features. The value of lands, easements, rights-of-way, and relocations provided by the non-Federal sponsor for the general navigation features, described below, may be credited toward this required payment. If the amount of credit exceeds 10 percent of the total cost of construction of the general navigation features, the non-Federal sponsor shall not be required to make any contribution under this paragraph, nor shall it be entitled to any refund for the value of lands, easements, rights-of-way, and relocations in excess of 10 percent of the total cost of construction of the general navigation features;

f. Provide all lands, easements, and rights-of-way, and perform or ensure the performance of all relocations determined by the Federal Government to be necessary for the construction, operation, maintenance, repair, replacement, and rehabilitation of the project (including all lands, easements, and rights-of-way, and relocations necessary for dredged material disposal facilities).

g. Assume responsibility for operating, maintaining, replacing, repairing, and rehabilitating (OMRR&R) all features of the project allocated to recreational navigation, including mitigation features without cost to the Government, in a manner compatible with the project's authorized purpose and in accordance with applicable Federal and State laws and specific directions prescribed by the Government in the OMRR&R manual and any subsequent amendments thereto.

h. Accomplish all removals determined necessary by the Federal Government other than those removals specifically assigned to the Federal Government;

i. Grant the Federal Government a right to enter, at reasonable times and in a reasonable manner, upon property that the non-Federal sponsor owns or controls for access to the general navigation features for the purpose of inspection, and, if necessary, for the purpose of operating, maintaining, repairing, replacing, and rehabilitating the general navigation features;

j. Hold and save the United States free from all damages arising from the construction, operation, maintenance, repair, replacement, and rehabilitation of the project, any betterments, and the local service facilities, except for damages due to the fault or negligence of the United States or its contractors;

k. Keep, and maintain books, records, documents, and other evidence pertaining to costs and expenses incurred pursuant to the project, for a minimum of 3 years after completion of the accounting for which such books, records, documents, and other evidence is required, to the extent and in such detail as will properly reflect total cost of construction of the general navigation features,

and in accordance with the standards for financial management systems set forth in the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and local governments at 32 CFR, Section 33.20;

l. Perform, or cause to be performed, any investigations for hazardous substances as are determined necessary to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. 9601-9675, that may exist in, on, or under lands, easements, or rights-of-way that the Federal Government determines to be necessary for the construction, operation, maintenance, repair, replacement, or rehabilitation of the general navigation features. However, for lands that the Government determines to be subject to the navigation servitude, only the Government shall perform such investigation unless the Federal Government provides the non-Federal sponsor with prior specific written direction, in which case the non-Federal sponsor shall perform such investigations in accordance with such written direction;

m. Assume complete financial responsibility, as between the Federal Government and the non-Federal sponsor, for all necessary cleanup and response costs of any CERCLA regulated materials located in, on, or under lands, easements, or rights-of-way that the Federal Government determines to be necessary for the construction, operation, maintenance, repair, replacement, and rehabilitation of the general navigation features;

- n. To the maximum extent practicable, perform its obligations in a manner that will not cause liability to arise under CERCLA;

o. Comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and the Uniform Regulations contained in 49 CFR Part 24, in acquiring lands, easements, and rights-of-way, required for construction, operation, maintenance, repair, replacement, and rehabilitation of the general navigation features, and inform all affected persons of applicable benefits, policies, and procedures in connection with said act;

p. Comply with all applicable Federal and State laws and regulations, including, but not limited to, Section 601 of the Civil Rights Act of 1964, Public Law 88-352 (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto, as well as Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army;"

q. Provide a cash contribution equal to the non-Federal cost share of the project's total historic preservation mitigation and data recovery costs attributable to commercial navigation; and recreational navigation that are in excess of 1

percent of the total amount authorized to be appropriated for commercial navigation and recreational navigation.

r. Do not use Federal funds to meet the non-Federal sponsor's share of total project costs unless the Federal granting agency verifies in writing that the expenditure of such funds is expressly authorized by statute.

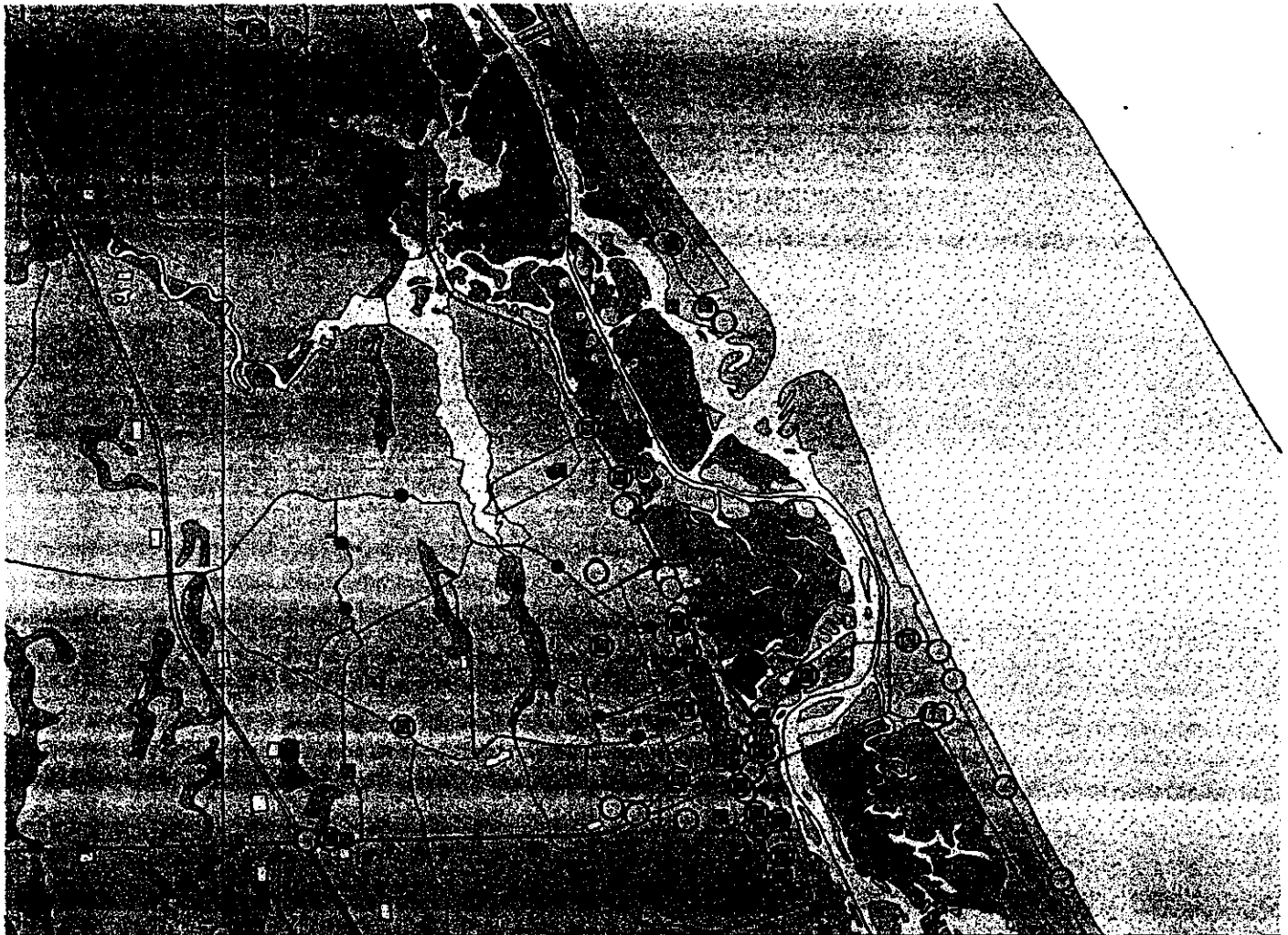
**3. Environmental Compliance.** A hazardous, toxic, and radioactive waste (HTRW) preliminary assessment was conducted for the vicinity of the Federal navigation project at Ponce DeLeon Inlet. The preliminary assessment indicated no evidence of HTRW on the project lands. The proposed project sites are mostly underwater, adjacent to popular beaches. The preliminary assessment also indicated that no contamination exists in the vicinity of Ponce DeLeon Inlet, with the exception of a leaking underground storage tank (UST) approximately one-quarter of a mile north of the project area. UST's are to be upgraded by 1999, with associated contamination remediated. The leaking UST does not appear to be impacting the proposed project area.

During construction, HTRW awareness should be practiced. If contaminants are found during project construction they must be remediated. Contaminants not detected during the preliminary assessment may be disturbed or released by increasing water levels, or by removing unnatural structures or landscape features. Experience has shown that residual HTRW levels are difficult to detect during flooding because of dispersion and biological activity.

A map showing results of the HTRW review follows.

4. In 1998 the Corps of Engineers and the State of Florida Department of Environmental Protection entered into a Standard Operating Procedure (SOP) related to Corps coastal activities (copy attached). In item 3 of the SOP, pertaining to water quality conditions, the Corps agrees to incorporate appropriate resource protection measures into plans and specifications. This is in accordance with the Federal Coastal Zone Management Act and to comply with the State's Coastal Zone Management Plan. Water Quality Certification is therefore issued during plans and specifications phase and not during feasibility phase. By letter dated November 25, 1998 (found in the Environmental Assessment Appendix C-Correspondence) the State has determined that the project is consistent with the Florida Coastal Management Program at this stage.

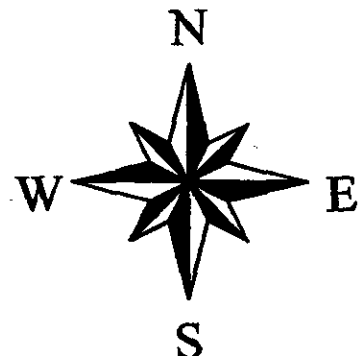
# Ponce De Leon Inlet HTRW Review



3 0 3 6 Miles

- Ust\_leak.shp
- ⊙ Ust.shp
- Tsd\_fac.shp
- Transporter.shp
- ▲ Stat\_prior\_1st.shp
- Spills.shp
- ▲ Stat\_cercla\_1st.shp
- Smal\_gener.shp
- ☆ Nat\_prior.shp
- Large\_gener.shp
- Landfill.shp
- ☆ Cercla\_1st.shp
- Abovgmd.shp
- MJ\_roads

Hydro  
 ■ land  
 ■ water  
 ■ wetland



**STANDARD OPERATING PROCEDURE  
RELATED TO  
CORPS COASTAL ACTIVITIES  
· BETWEEN THE UNITED STATES ARMY CORPS OF ENGINEERS AND  
THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

This Standard Operating Procedure (SOP) is entered into this \_\_\_\_ day of \_\_\_\_\_, 1998, by and between the U.S. Army Corps of Engineers, Jacksonville District and Mobile District (hereinafter the "Corps"), and the State of Florida Department of Environmental Protection (hereinafter the "Department").

**WITNESSETH:**

Whereas, the Corps is engaged in the execution of its mission in Florida which includes but is not limited to flood control, navigation, hurricane and shore protection, ecosystem restoration, recreation and fish and wildlife enhancement and is required: (1) to obtain water quality certification from the State of Florida pursuant to 33 USC 1341; (2) to be consistent to the maximum extent practicable with the Florida Coastal Zone Management Plan under 16 USC 1456; and (3) to obtain state permits to the extent that sovereign immunity has been waived under 33 U.S.C. 1323 and 1344(t); and

Whereas, the Department is responsible for development and maintenance of a comprehensive long-term management plan for the restoration of the state's critically eroding beaches in accordance with Section 161.161, Florida Statutes (F.S.); and the Department is responsible for issuance of an environmental resource or joint coastal permit under Chapter 161 and Part IV of Chapter 373, F.S., which issuance of (unless otherwise stated) constitutes certification of compliance with state water quality standards pursuant to Section 401 of the Clean Water Act, 33 U.S.C. 1341; and where applicable constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by section 307 of the Coastal Management Act, 16 U.S.C. Section 1456, 15 C.F.R. Part 930, and Section 380.23 of the Florida Statutes; and

Whereas, the Department and the Corps have established a special working relationship in the management, protection and restoration of the state's environmental resources in previous memorandums of understanding; and

Whereas, neither party by entering into this SOP waives any of its rights, arguments or positions regarding their respective authorities but enter into this agreement to promote the interests of both parties.

Now, therefore the parties do hereby agree as follows:

1. The parties within their respective authorities and funding shall ensure that beach compatible dredged material is disposed on Florida's beaches to the extent economically feasible consistent with Florida's beach management plan adopted pursuant to Chapter 161, F.S. and other beneficial uses criteria as may be specified by the Department and applicable federal standards. To further the parties goals for sediment management, the Corps shall provide the Department with existing geotechnical information characterizing the sediments to be dredged and alternative disposal options with projected costs to allow the Department to participate in funding alternative disposal options over the least costly method.

2. Conditions for the protection of federally-listed threatened or endangered species shall be consistent with requirements of the U.S. Fish and Wildlife Service and the National Marine Fisheries Service. The Corps agrees to consult and coordinate with the Florida Bureau of Protected Species to incorporate appropriate protective measures into plans and specifications to assure adequate protection of species of state concern.

3. Water quality conditions shall be developed to assure that state and federal requirements are met and allow the maximum flexibility in project execution. In addition, in accordance with the Federal Coastal Zone Management Act, the Corps agrees to incorporate appropriate resource protection measures into plans and specifications to assure adequate protection of those resources, in order to comply, to the maximum extent practicable, with the State's Coastal Zone Management Plan.

4. The water quality certification that is issued to the Corps through the state's permitting process will contain the following general conditions; which shall be enforceable to the extent sovereign immunity has been waived under 33 U.S.C. 1323 and 1344(t):

General Condition (a) All activities approved shall be implemented as set forth in the drawings incorporated by reference and in compliance with the conditions and requirements of this document. The Corps shall notify the Department in writing of any anticipated significant deviation from this authorization prior to implementation so that the Department can determine whether a modification is required. If the Department determines that a deviation is significant, then the Corps or the local sponsor, as appropriate, shall apply for and obtain the modification prior to its implementation.

General Condition (b) If, for any reason, the Corps does not comply with any condition or limitation specified herein, the Corps shall immediately provide the Department with a written report containing the following information: a description of and cause of noncompliance; and the period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance. Compliance with the provisions of this condition shall not preclude the Department from

taking any enforcement action allowed under state law to the extent that federal sovereign immunity has been waived under 33 U.S.C. 1323 and 1344(t).

**General Condition (c)** The Corps shall obtain any applicable licenses or permits which may be required by federal, state, local or special district laws and regulations. Nothing herein constitutes a waiver or approval of other Department permits or authorizations that may be required for other aspects of the total project. Projects shall not proceed until any other required permits or authorizations have been issued by the responsible agency

**General Condition (d)** Nothing herein conveys title to land or water, constitutes State recognition or acknowledgment of title, or constitutes authority for the use of sovereign land of Florida seaward of the mean high-water line, or, if established, the erosion control line, unless herein provided, and the necessary title, lease, easement, or other form of consent authorizing the proposed use has been obtained from the State.

**General Condition (e)** Any delineation of the extent of a wetland or other surface water submitted as part of the application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this authorization or a formal determination under section 373.421(2), F.S., provides otherwise.

**General Condition (f)** Nothing herein conveys to the Corps or creates in the Corps any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the Corps or local sponsor, or convey any vested rights or any exclusive privileges.

**General Condition (g)** This document or a copy thereof, complete with all conditions, attachments, modifications, and time extensions shall be kept at the work site on the authorized activity. The Corps shall require the contractor to review this document prior to commencement of the authorized activity.

**General Condition (h)** The Corps specifically agrees to allow Department personnel with proper identification, at reasonable times and in compliance with Corps specified safety standards access to the premises where the authorized activity is located or conducted for the purpose of ascertaining compliance with the terms of this document and with the rules of the Department and to have access to and copy any records that must be kept; to inspect the facility, equipment, practices, or operations regulated or required; and to sample or monitor any substances or parameters at any location reasonably necessary to assure compliance. Reasonable time may depend on the nature of the concern being investigated.

**General Condition (i)** At least forty-eight (48) hours prior to the commencement of authorized activity, the Corps shall submit to the Department a written notice of



commencement of activities indicating the anticipated start date and the anticipated completion date.

General Condition (j) If historic or archaeological artifacts are discovered at any time on the project site, the Corps shall immediately notify the State Historic Preservation Officer; and if a significant deviation is necessary, shall also notify the Department.

General Condition (k) Within a reasonable time after completion of project construction or a periodic maintenance dredging event, the Corps shall submit to the Department a written statement of completion. This statement shall notify the Department that the work has been completed as authorized and shall include a description of the actual work completed. The Department shall be provided, if requested, a copy of any as-built drawings required of the contractor or survey performed by the Corps.

5. This SOP is not intended to alter or affect any other existing agreements between the parties. The procedures in this SOP are intended to describe the application of applicable statutes and rules by the Department and the method of compliance by the Corps for water quality certification and coastal zone consistency through the environmental resource and joint coastal permitting processes related to coastal activities. This SOP does not preclude the parties from utilizing other permitting processes in lieu of this process.

6. The Corps is granted a waiver from the imposition of application processing fees for any environmental resource or joint coastal permit related to coastal activities, when the Corps is to be the applicant or is acting as agent for the local sponsor or military entity.

7. Any party to this Agreement may terminate, with or without cause, its participation hereunder by giving 30 days written notice. In the event of termination by the Department, the Corps waives any right to an administrative hearing under sections 120.569 or 120.57 of the Florida Statutes.

8. All notices or other information required to be directed to the Department shall be addressed to:

Bureau of Beaches and Coastal Systems  
Division of Water Facilities  
Department of Environmental Protection  
3900 Commonwealth Blvd., Mail Station 310  
Tallahassee, FL 32399-3000

9. All notices or other information required to be directed to the Army Corps of Engineers shall be addressed to:


U.S. Army Corps of Engineers  
Jacksonville District  
400 West Bay St., 9<sup>th</sup> Flr.  
Jacksonville, FL 32232-0019

OR

U.S. Army Corps of Engineers  
Mobile District  
109 St. Joseph St.  
Mobile, AL 36602


This SOP is effective upon the date it is last signed by the parties hereto as indicated below.

The Department of the Army  
Jacksonville District

  
Joe R. Miller  
Colonel, U.S. Army  
District Engineer

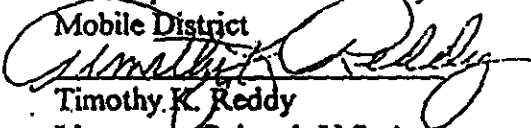
Date: 05 JUNE 1998

Florida Department of Environmental  
Protection

  
for Virginia Westcott  
Secretary

Date: 6.5.98

The Department of the Army  
Mobile District

  
Timothy K. Reddy  
Lieutenant Colonel, U.S. Army  
District Engineer

Date: 5 June 1998



# County of Volusia

## Ponce DeLeon Port Authority

700 Catalina Drive, Suite 126 • Daytona Beach, Florida 32114  
Telephone (904) 248-8072 • Fax: (904) 248-8075

Mr. Richard E. Bonner, P.E.  
Deputy District Engineer for Project Management  
Department of the Army  
Jacksonville District Corps of Engineers  
Programs and Project Management Division  
Project Management Branch  
P.O. Box 4970  
Jacksonville, Florida 32232-0019

June 1, 1999

Dear Mr. Bonner,

Please accept this letter verifying the financial capability and commitment of the Ponce de Leon Port Authority as the "Local Sponsor" for the USACE Channel Works at Ponce de Leon Inlet.

The final feasibility study for Ponce de Leon Inlet calls for a 1,000-foot eastward extension of the south jetty. The initial cost for this new channel works feature is approximately \$ 5,500,000 with the project sponsor's share of these costs estimated to be \$ 2,500,000.

Additionally, the project sponsor's share of all future maintenance of this feature will be 85% of all future maintenance cost for this feature. These funds are to be forwarded to the USACE prior to the maintenance contract advertisement.

With understanding of the above, please accept this letter as verification that the Ponce de Leon Port Authority supports the USACE recommended plan, has the project construction and maintenance cost-share funds available, and will continue to be the "Local Sponsor" for this project.

We sincerely appreciate your continued efforts on behalf of the stabilization of Ponce de Leon Inlet. Please call for any further information or assistance you may need.

Sincerely,

Ms. Jamie Seaman, Director  
Ponce de Leon Port Authority

cc: Mr. Tim Murphy, U.S.-COE Jacksonville District Project Manager  
Ponce de Leon Inlet  
Mr. Joe Nolin, Special Projects  
Ponce de Leon Port Authority



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Addendum-11